

LEONARD R. KAHN
222 WESTBURY AVENUE
CARLE PLACE, NEW YORK 11514
(516) 222-2221

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APR 19 1993

DOCKET FILE COPY ORIGINAL

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, NW
Room 222
Washington, D.C. 20554

April 19, 1993

Re: Request for Confidential Treatment
of Appendix to Dkt. 92-298 Comments

Dear Madam Secretary:

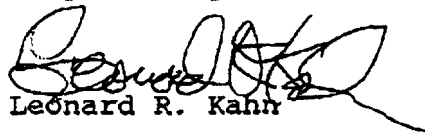
The undersigned hereby submits the following information and copies of documents requested by the Commission's Office of the General Counsel in connection with the undersigned's pending request for confidential treatment of the Appendix to his comments in Docket No. 92-298, filed April 5, 1993.

The Confidential Appendix to the undersigned's April 4th, 1993 submission contains confidential information and discussions of such confidential information which was designated confidential under a confidentiality order of the Eastern District of New York under stipulations and orders signed by Magistrate Judge Orenstein on December 10, December 14 and December 23, 1992. (Copies of these orders are enclosed.) Accordingly, the appendix and its attachments should be treated by the Commission as confidential. Copies of this material have, of course, been served on Motorola, Inc.

The Commission's attention is directed to paragraph 13 of the December 10th order, which allows the designating party to disclose its own "confidential information" to anyone at any time under conditions of confidentiality.

In the event the Commission is either unwilling or unable to adhere to these judicial procedures and the documents are deemed voluntarily submitted, the undersigned respectfully requests that the documents be returned to the undersigned without any public disclosure of their contents.

Respectfully submitted,


Leonard R. Kahn

LRK/jd
Encls.

APR 19 '93 11:00

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

P.6 0567-01
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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

whether the information be contained in a document, revealed during a deposition, revealed in an interrogatory answer, or otherwise. In designating information as "Confidential", the Designating Party will do so only as to information that it in good faith believes to constitute confidential financial, business, technical or other proprietary information or know how of such Designating Party. Each Party shall have the right to seek additional restrictions to protect especially sensitive Confidential Information by seeking a further Protective Order from the Court if the parties cannot agree.

3. "Qualified Persons" as used herein means:

a. Leonard Kahn, acting pro se, and his secretarial clerical assistants, and assistants trained as paralegal assistants;

b. (i) Any future appointed Counsel of Record for plaintiff and their secretarial, clerical, and paralegal assistants, and (ii) any named consulting attorney (not to exceed a total of four without further order of the Court) retained or consulted by Mr. Kahn to advise or assist him regarding this litigation, provided said attorneys are given a copy of this Order and agree in writing to be bound by its terms and provided further that the names of any such attorneys are furnished to the defendant at least ten (10) days prior to any disclosure of Confidential Information to them, and the requirements of § 8 of this Order be complied with;

c. Counsel of record for the defendants,
including: (i) members, associates and employees of the firm of

that are produced or exchanged, but the receiving party hereto, by its counsel (or Kahn, acting pro se shall have the right to examine the original, to be provided with a full and complete copy thereof, and to call for production of the original at the trial of this action.

5. Information disclosed at the deposition of a party or one of a party's or third party's present or former officers, directors, employees, agents or independent experts retained for purposes of this litigation, may be designated as Confidential Information, in whole or in part, by the Designating party indicating on the record at the deposition that the testimony is Confidential and subject to the provisions of this Order.

6. a. Confidential Information shall not be disclosed or made available to persons other than Qualified Persons, without further order of the Court, except that Confidential Information may be used to depose the author of the document containing such Confidential Information, recipients of such document that remain in the employ of the Designating Party, or anyone still in the employ of the Designating Party who previously saw the document. If a receiving party intends to use specified documents that contain Confidential Information in the deposition of a former employee who received or who previously saw such documents, such party shall promptly (but no less than ten (10) days before the deposition) advise the Designating Party of what documents will be used. The Designating Party then shall

use its best efforts to enter into an agreement, or confirm an existing agreement, with such employee to protect its Confidential Information as per this Order. The Designating party shall notify the party conducting the deposition or the status of its efforts to come to an agreement with the former employee at least 48 hours prior to the date of the noticed deposition and, if its efforts are unsuccessful, will agree to a rescheduling of said deposition, if necessary. If further reasonable efforts at reaching an agreement with the former employee are unsuccessful, the parties shall request the Court to bar the disclosure, or order the former employee to maintain the confidentiality of the Confidential Information as per this Order, or for such further relief as may be appropriate. Such use does not constitute a waiver of the Confidential status of such document pursuant to this Order.

b. If either party hereto desire to disclose Confidential Information to anyone other than persons authorized under this Order to receive such information, written notice shall be served on counsel for defendants or Kahn, acting pro se, of the identify of that person and the Confidential Information to be divulged. The notified party shall have fourteen (14) days from the receipt of such notice to notify in writing the party

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7. Any attorney of record for defendants and Mr. Kahn (if he is the Receiving Party) may utilize any Confidential Information in any affidavit, testimony, transcript, brief or other document submitted or filed in furtherance of this action with the Court, or oral argument made before the Court, provided that any such document or oral argument is marked or identified as "Confidential" and treated in accordance with the provisions

Confidential Information to such experts or consultants. Each such expert or consultant must agree in writing to be bound by the terms of this Order and the jurisdiction of this Court to enforce this Order. The party seeking to qualify such expert or consultant shall transmit a copy of the agreement of such expert or consultant to be bound by the terms of this Order and disclosure of such expert's or consultant's curriculum vitae, including any prior or present relationship with the parties, to the opposing party and to all third parties whose Confidential Information may be disclosed, no later than ten (10) days prior to the disclosure of any Confidential Information. If the opposing party or third party believes that disclosure of Confidential Information to such person could injure or prejudice the producing party or third party, that party or third party may object, in writing, within seven (7) days of the receipt of the notice. No party or third party may object to the selection of an expert or consultant unreasonably. If a party or third party objects pursuant to the provisions of this paragraph and the parties cannot resolve their dispute on the selection of the expert or consultant, the party or third party making the objection may apply to the Court for an order barring disclosure of Confidential Information to such person, or other appropriate relief. Meanwhile, no disclosure of Confidential Information shall be made by the party receiving such Confidential Information from another party or third party to any expert or

consultant with respect to whom an objection has been made, provided that an application is made to the Court by the objecting party within five (5) business days of the service of such objection (or such longer period agreed to by the parties in writing). A party may only substitute new names for the outside experts or outside consultants designated to receive Confidential Information either (i) with the written consent of the other party hereto, which consent shall not be unreasonably withheld, or (ii) with leave of court.

9. Nothing contained herein shall prevent disclosure of Confidential Information beyond the terms of this Order if the parties hereto mutually consent to such disclosure, or if the Court, after notice to all parties, orders such disclosure.

10. A party shall not be obligated to challenge the propriety of a Confidential Information designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event that either party to this litigation disagrees at any stage of these proceedings with the propriety of a Confidential Information designation, the parties shall use their best efforts to resolve such dispute in good faith on an informal basis. If a dispute cannot be resolved, the party objecting to the designation may seek appropriate relief from this Court.

11. All transcripts, depositions, exhibits, answers to interrogatories and other documents or things filed with the

Court pursuant to the pre-trial discovery in this litigation which have previously thereto been marked as comprising or containing Confidential Information, or any pleading or memorandum purporting to reproduce or paraphrase such information, shall be filed in sealed envelopes or other appropriate sealed containers, on which shall be endorsed the caption of this litigation, a description of the nature of the contents of such sealed envelope or other container, the word "CONFIDENTIAL" and a statement substantially in the following form:

This container is not to be opened nor the contents thereof to be displayed or revealed except by order of the Court.

Upon termination of this litigation, such party or other person subject to the terms hereof shall be under an obligation, at the originating party's option, to return to the originating source, or destroy, the originals and reproductions of any Confidential documents produced by such party. Insofar as the provisions of this Order entered in this action restrict the communication and use of the documents produced thereunder containing Confidential Information, this Order shall continue to be binding after the conclusion of this litigation.

12. Each person who shall receive Confidential Information as defined under this Order shall have the duty to use reasonable care and precautions to insure observance of this Order.

13. The Designating Party may disclose its own Confidential Information to anyone at any time without waiving its rights under this Protective Order, provided that such disclosure is made under conditions of confidentiality.

14. The restrictions set forth in any of the preceding paragraphs shall not apply to information that (a) was or later becomes public knowledge, other than in violation of this Order or other confidentiality restriction, or (b) was or later is acquired in good faith and without restriction from a third party, not a party to this litigation, having the right to disclose such information, or (c) was or later is discovered or developed independently by the receiving party, or (d) was or later is released by the originating party to any other party without imposing on such other party an obligation of

with express written consent from the Designating Party hereto. If the Designating Party objects, then the restrictions shall remain in place either until the parties resolve their differences on the matter or until the Court rules on a motion brought by the party seeking to remove the restrictions.

Dated: New York, New York
December 7, 1992


Leonard R. Kahn (pro se)

BRYAN CAVE

By: 
Michael G. Biggers (ME 4743)

245 Park Avenue
New York, New York 10167-0034
(212) 692-1800

John Michael Clear,
Of Counsel

1 Metropolitan Square
211 North Broadway, suite 3600
St. Louis, Missouri 63102-2750

Attorneys for Defendants
Emerson Electric Co.,
Hazeltime Corporation, and
Charles Hansen

SO ORDERED:

U.S. Magistrate Judge

December __, 1992

U.S. IN CLERK'S OFFICE
LONG ISLAND COURT
ISLAND OFFICE
ED N.Y.

DEC 7 1992

ENTERED

LEONARD R. KAHN
222 WESTBURY AVENUE
CARLE PLACE, NEW YORK 11514
(516) 222-2221

December 7, 1992

VIA: FAX

Michael G. Biggers, Esq.
BRYAN CAVE
245 Park Avenue
New York, New York 10167-0034

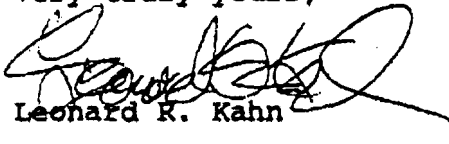
Re: Kahn v. Emerson Electric Company et al.

Dear Mr. Biggers:

I am enclosing the signed copy of the Protective Order.

I am also sending you via; Express Mail a copy so you will have my original signature. The Order was submitted to Magistrate Orenstein today.

Very truly yours,


Leonard R. Kahn

LRK:jr
Encls.

with express written consent from the Designating Party hereto.

If the Designating Party objects, then the restrictions shall

2/14/92

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK-----X
LEONARD R. KAHN,

Plaintiff,

-against-

EMERSON ELECTRIC COMPANY, a Missouri
corporation; HAZELTINE CORPORATION, a
Delaware corporation; CHARLES HANSEN, Esq.,
individually, MOTOROLA, INC., a Delaware
corporation; JOHN DOE CORPORATIONS 1-x; and
JOHN DOES 1-x, individually,Defendants.
-----X

: CV 92-2063 (ADS)

: STIPULATED ORDER
: CONCERNING SECOND
: AMENDED COMPLAINT

IT IS HEREBY STIPULATED AND AGREED by the undersigned parties that the Second Amended Complaint together with the Exhibits thereto, as filed under seal by Plaintiff Leonard Kahn on November 24, 1992, shall be maintained under seal and treated as Confidential Information within the meaning of the Stipulation and Protective Order signed by the parties on December 7, 1992 and submitted on that date to Magistrate Judge Orenstein. This Stipulated Order is intended to permit the Court to rule on the sufficiency of all of plaintiff's allegations, including those

allegations and exhibits he has submitted under seal, without making the Confidential Information contained therein part of the public record in this case.

Dated: New York, New York
December 11, 1992


Leonard R. Kahn (pro se)

BRYAN CAVE

By: 
Michael G. Biggers (MB 4743)


245 Park Avenue
New York, New York 10167-0034
(212) 692-1800

John Michael Clear,
of Counsel

1 Metropolitan Square
211 North Broadway, suite 3600
St. Louis, Missouri 63102-2750

Attorneys for Defendants
Emerson Electric Co.,
Hazeltime Corporation, and
Charles Hansen

SO ORDERED:


U.S. District Judge

December 14 1992

0369-01
D. Ct. dkt.
2/23/92

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
Leonard R. Kahn,

Plaintiff,

-against-

EMERSON ELECTRIC COMPANY, a Missouri
corporation; HAZELTINE CORPORATION,
a Delaware corporation;
CHARLES HANSEN, Esq., individually;
MOTOROLA, INC., a Delaware corporation;
JOHN DOE CORPORATIONS 1-x; and
JOHN DOES 1-x, individually,

Defendants.
-----x

92 Civ. 3063 (ADS)

STIPULATION AND
PROTECTIVE ORDER

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.
LONG ISLAND OFFICE

* DEC 23 1992

ENTERED

* 2/24/92
pa

The plaintiff, appearing pro se, and the defendants,
through their undersigned counsel, hereby stipulate and agree to
the entry of an order pursuant to Rule 26(c) of the Federal Rules
of Civil Procedure for the protection of confidential
information, documents or materials that may be produced or
otherwise disclosed during the course of this action.

IT IS HEREBY ORDERED:

1. All Confidential Information produced or exchanged

differences on the matter or until the Court rules on a motion brought by the party seeking to remove the restrictions.

Dated: New York, New York
December 21, 1992


Leonard R. Kahn (pro se)

BRYAN CAVE

By: 
Michael G. Biggers (MB 4743)

245 Park Avenue
New York, New York 10167-0034
(212) 692-1800

John Michael Clear,
Of Counsel

1 Metropolitan Square
211 North Broadway, suite 3600
St. Louis, Missouri 63102-2750

Attorneys for Defendants
Emerson Electric Co.,
Hazeltime Corporation, and
Charles Hansen

SO ORDERED:


U.S. Magistrate Judge

December 23, 1992